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NYS PUBLIC EMPLOYMENT RELATIONS BOARD
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CONCILIATION

Agreement

between the

CLYDE-SAVANNAH CENTRAL SCHOOL CHIEF SCHOOL
ADMINISTRATOR

and the

CLYDE-SAVANNAH FACULTY ASSOCIATION

2001-2005
7/1 6/30

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MAR 07 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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CONTRACTUAL AGREEMENT
between the
CLYDE-SAVANNAH CENTRAL SCHOOL CHIEF SCHOOL
ADMINISTRATOR
and the
CLYDE-SAVANNAH FACULTY ASSOCIATION
2001-2005

PREAMBLE

Pursuant to Article 14 of the State Civil Service Law, the Chief School Administrator of Central School, Towns of Galen et al, Wayne County (hereinafter referred to as the "Chief School Administrator") hereby adopts the following agreement with the Clyde-Savannah Faculty Association (hereinafter referred to as the "Association").

ARTICLE I
Philosophy

The Chief School Administrator and the Association firmly believe that the primary function of the Chief School Administrator and his professional staff is to assure each boy and girl attending the Clyde- Savannah Central Schools the highest level of educational opportunities obtainable. The Chief School Administrator recognizes that teaching is a profession. The Chief School Administrator and the Association believe that the objectives of the educational program are realized to the highest degree when mutual understanding, cooperation, and effective communications exist between the Chief School Administrator and his professional staff. The parties recognize that the maintenance of a climate of intellectual freedom is fundamental to the learning process.

ARTICLE II
Recognition

- A. **BOARD OF EDUCATION.** The Association hereby recognizes that the Board of Education under law has the final responsibility for establishing policies of the school district.
- B. **FACULTY ASSOCIATION.** The Board having determined that the Clyde-Savannah Faculty Association is supported by a majority of its teachers in the unit, hereby recognizes the Clyde-Savannah Faculty Association as the exclusive negotiating agent for all certified instructional personnel and other certified employees including psychologists, guidance counselors, occupational therapists, physical therapists, speech therapists, and teaching assistants of the District during the regular school year, on tenure or probationary appointment, and including school nurses, excluding principals and other certified administrators. Such recognition shall extend until seven months prior to the expiration of this agreement and for successive periods of two (2) years thereafter,

unless another employee organization submits to the Board a competing claim of majority support and submits as evidence in support thereof a certified list of its members equal to, or greater than thirty percent, (30%) of the teachers in the above unit during the thirty (30) day period prior to the above deadline, or the two (2) year anniversary dates thereof, in which case the matter will be resolved according to procedures established by the Public Employment Relations Board pursuant to Article 14 (Section 205 of the Civil Service Law).

ARTICLE III

Principles

- A. **RIGHT TO JOIN OR NOT TO JOIN.** It is further recognized that teachers have the right to join, or not to join, the Association or any other organization for their professional improvement. Membership in any organization shall not be a prerequisite for employment or continuation of employment of any employee.
- B. **RIGHTS OF MINORITIES AND INDIVIDUALS.** The legal rights inherent in the State School Code and in the rulings and regulations of the commissioner of Education affecting certificated personnel are in no way abridged by this agreement.

ARTICLE IV

Areas for Discussion and Agreement

The Chief School Administrator and the Association hereby agree to negotiate in good faith in order to reach agreement over terms and condition of employment. Any and all agreements so negotiated shall apply to all certified personnel, as herein defined, employed by the Clyde-Savannah Central Schools regardless of membership or lack thereof in the Clyde-Savannah Faculty Association. The parties agree that all negotiable items have been discussed during negotiations leading to this agreement, and therefore agree that negotiations will not be reopened on any item, whether contained herein or not during the life of the agreement.

ARTICLE V

Procedures for Conducting Negotiation

- A. **NEGOTIATING TEAMS.** The Chief School Administrator or designated representative(s) of the Chief School Administrator will meet with representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreement. Neither party in any negotiations shall have control over the selection of the representatives of the other party, and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board of Education, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

- B. OPENING NEGOTIATIONS. Prior to January 15, upon a request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set. Within fifteen (15) days following such request the parties will enter into good faith negotiations over an agreement covering the following school year. All issues proposed for discussion shall be submitted in writing by the Association to the Chief School Administrator or his delegated representatives at the first meeting. The Chief School Administrator shall submit in writing to the teacher representative all additional issues upon which it wishes to negotiate within fourteen (14) days following the first meeting. The second meeting and all necessary subsequent meetings shall be called at times agreed upon by the parties.
- C. NEGOTIATION PROCEDURES. Designated representative(s) of the Chief School Administrator shall meet at such mutually agreed upon places and times with representatives of the Association for the purpose of effecting a free exchange of facts, opinions, proposals and counter proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters.
- D. EXCHANGE OF INFORMATION. Both parties shall furnish each other, upon reasonable request, all available information of public record pertinent to the issue(s) under consideration.
- E. REACHING AGREEMENT. When consensus is reached covering areas under discussion, the proposed agreement shall be reduced to writing and submitted to the Association and Board of Education for ratification.
- F. LEGISLATIVE APPROVAL. It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law, or by providing additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE VI

Teacher-Administration Liaison

- A. DEFINITION. As used in the Agreement "COPP" shall refer to "The Committee on Professional Practices."
- B. FUNCTIONS. The functions of COPP shall be as follows:
 - 1. COPP shall meet with the superintendent and such other administrators as he/she may designate. One or more members of the Board of Education may be invited to attend such meetings as are mutually convenient. Such meetings shall be held as needed during the school year to review and discuss current school problems and practices and the administration of this agreement. Such meetings may be canceled or adjourned by mutual consent.

2. As the liaison committee between the Association and the Board, COPP shall represent the Association at all regular meetings of the Board of Education.
3. COPP shall assume all the duties of the Grievance Committee as stated in Article VII of this Agreement.
4. The school calendar for each school year shall be discussed by the administration with COPP before submission to the Board of Education.
5. COPP will promote professional ethics in its own ranks.
6. The Chairman of COPP, who shall be designated from the Faculty Association, will schedule regular meetings and call special meetings that have been mutually agreed to by both parties.

ARTICLE VII

Grievance Procedure

- A. **DECLARATION OF PURPOSE.** Whereas the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its teachers is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of teachers through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.
- B. **DEFINITIONS.**
 1. A "grievance" is any alleged violation of this agreement or any dispute with respect to its meaning or application.
 2. The term "supervisor" shall mean any department supervisor, principal, assistant principal, immediate superior, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises. For purposes of the grievance procedures only, the chief executive officer will not be defined as a supervisor.
 3. The "chief executive officer" is the superintendent of schools or the principal of the district, as the case may be.
 4. "Association" shall mean the Clyde-Savannah Faculty Association.

5. "Aggrieved party" shall mean any person or group of persons in the negotiating unit filing a grievance.
6. "Party in interest" shall mean the grievance committee of the Association and any party named in a grievance who is not the aggrieved party.
7. "Grievance committee" is the committee created and constituted by the Association. By the term "grievance committee" this Agreement means "The Committee on Professional Practices" as outlined in Article VI of this Agreement.
8. "Hearing officer" shall mean any individual or board charged with the duty of rendering decisions at any stage of grievance hereunder.

C. PROCEDURES

1. All grievances shall include the name and position of the aggrieved party, the identity of the provision of law, this Agreement, policies, etc. involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, and a general statement of the nature of the grievance and redress sought by the aggrieved party.
2. Except for informal decisions at Stage 1A, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the teacher and the Association.
3. If a grievance affects a group of teachers and appears to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2 described below.
4. The preparation and processing of a grievance, insofar as practical, shall be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.
5. The Board of Education and the Association agree to facilitate investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the alleged grievance that does not violate rights of students under the Family Educational Rights and Privacy Act of 1974.
6. Except as otherwise provided in Paragraph E, 1a and E, 1b, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and to cross-examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.

7. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or any member of the administration against the aggrieved party, any party in interest, any representative, any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
8. Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents will be jointly developed by the Chief School Administrator and the Association. The Clerk of the Board of Education shall then have them printed and distributed so as to facilitate the operation of the grievance procedure.
9. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
10. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties of this agreement in future proceedings.
11. If any provision of this grievance procedure or any application thereof to any teacher or group of teachers in the negotiating unit shall be finally determined by any court to be contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application will continue in full force and effect.
12. The District shall be responsible for accumulating and maintaining an official Grievance Record which shall consist of the written grievance, all exhibits, communications and all written decisions at all stages. Official minutes will be kept at Board expense of all proceedings at State 3. A copy of such minutes will be provided to the Association as soon as possible after the conclusion of hearing. The Official Grievance Record shall be available for inspection and/or copying by the aggrieved party, the Grievance Committee, and the Board, but shall not be deemed a public record.
13. The existence of the procedure hereby established shall not be deemed to require any teacher to pursue the remedies here provided and shall not in any manner, impair or limit the right of any teacher to pursue any other remedies available in any other form.

D. TIME LIMITS

1. Since it is important to good relationships that grievance(s) be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
2. No written grievance will be entertained as described below, and such grievance will be deemed waived unless a written grievance is forwarded at the first available stage within twenty (20) school days after the teacher knew or should have known of the act of condition on which the grievance is based.
3. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.
4. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representatives and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

E. STAGES

1. Stage 1: Supervisor

- a. A teacher having a grievance will discuss it with his/her immediate supervisor with the object of resolving the matter informally. The immediate supervisor will confer with all parties in interest but, in arriving at his/her decision, will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been made without the aggrieved party of his/her representative present.
- b. If the grievance is not resolved informally, it shall be reduced to writing and be presented to the immediate supervisor. Within five (5) school days after the written grievance is presented to him/her, the supervisor shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and presents it to the teacher and the CSFA Grievance Committee.

2. Stage 2: Chief Executive Officer

- a. If the teacher initiating the grievance is not satisfied with the written decision at Stage 1, said teacher, with the approval of the Grievance Committee, shall within ten (10) school days file a written appeal of the decision at Stage 1 with the Chief Executive Officer.
- b. If the grievance committee determines that the teacher has a meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the chief executive officer within ten (10) school days after the teacher has received such a

written decision. Copies of the written decision at Stage I shall be submitted with the appeal.

- c. Upon receiving the written appeal, the Chief Executive Officer shall schedule a meeting with the teacher, Grievance Committee, and immediate supervisor within ten (10) school days.

3. Stage 3: Arbitration

- a. If the teacher and/or Association are not satisfied with the decision at Stage 2, and the Association determines that the grievance is meritorious and that appealing it is in the best interests of the school system, it may submit the grievance to Arbitration by written notice to the Board of Education within fifteen (15) school days of the decision at Stage 2.
- b. An arbitrator will be selected according to the rules and regulations of the American Arbitration Association.
- c. The selected arbitrator will hear the matter promptly and will issue his/her decision not later than thirty (30) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues.
- d. The arbitrator shall be without power to modify or alter the terms of this agreement and shall have only the power to interpret what the parties to the agreement intended by the specific clause in the agreement which is at issue.
- e. The decision of the arbitrator shall be binding upon all parties.
- f. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Association.

ARTICLE VIII

Teaching Conditions

- A. **CLASS SIZE** Every reasonable effort shall be made to adhere to class size recommended by the New York State Education Department.

- B. **TEACHING HOURS**

- 1. Teachers shall be in the building at the opening of the school day and will be available after school for consultation and professional duties as needed. The normal school day shall not consist of more than seven and one-half (7 1/2) consecutive hours beginning no sooner than 7:30 a.m. and ending no later than 3:30 p.m. No teacher shall be required to remain after the school day to perform

any unreasonable or unprofessional services. At the same time, the Association recognizes that teachers' responsibilities to their students and to their profession require the performance of duties that involve the expenditure of time beyond that of the normal working day.

2. Any dispute which may arise between a teacher and his/her principal and/or immediate supervisor as to whether it is necessary for the teacher to remain after the school day in order to carry out his/her professional responsibilities, or whether it is unreasonable or unprofessional for him/her to be required to do so, the teacher shall present such grievance according to the procedures set forth in Article VII of this agreement.
3. Teachers shall not be required to attend more than one general faculty meeting in any month. Except Special Needs Meetings may be requested for such topics as curriculum planning as determined by the administration and such meetings shall not last later than 5:00 p.m.
4. Teachers shall not be required to attend more than six (6) evening assignments per year which are not related to the supervision of students.
5. Elementary teachers shall be given at least an aggregate of thirty minutes of personal break in any pupil day (exclusive of lunch time) which may be used for any professional purposes. The District will make a reasonable effort to provide the foregoing thirty minutes consecutively.
6. Each teacher shall be granted thirty (30) consecutive minutes duty free lunch time while cafeteria is serving.
7. The elementary classroom teachers will be provided either one (1) full day or two (2) half days per semester to conduct parent-teacher conferences. The Superintendent will select the option.

C. TEACHING LOAD

1. Teachers in the high school and junior high school shall have at least 5 periods per week for which they are not responsible for teaching or the supervision of students. An effort will be made to divide the said 5 periods per week to one per day.
2. An attempt shall be made to equalize teaching and nursing loads within the same department.
3. Secondary school teachers shall not be required to teach in more than two (2) subject areas in any one school year without their consent.
4. Homeroom duties, detention duties, and other extra class duties shall be equitably distributed among all teachers in a school.

5. Each principal shall keep a list of substitute teachers and shall arrange for their work when necessary. Teachers who will not be able to meet with classes shall notify their principal or his/her designee in advance of the days when they will be absent. In emergencies teachers should call the principal or his/her designee no later than 7:00 on the morning of absence. Teachers may submit to their building principal an evaluation of the work performed by a substitute teacher.
6. Inasmuch as is practicable, no teacher will be expected to assume substitute duties except in emergency situations.

D. PROBATIONARY PERIOD AND TENURE. The probationary period for the Clyde-Savannah Central School shall be three (3) years from the date that service commences or two years if the employee has been granted tenure previously in New York State.

E. TEACHER EVALUATION. The Association in order to insure the highest degree of quality among its professional personnel recognizes that observation and evaluation are essential in achieving and retaining the highest professional standards. The supervisory personnel responsible for the evaluation of teachers shall acknowledge the right of the teacher to know how well he/she is performing the duties and responsibilities of his/her position, to have a candid appraisal of his/her work, to discuss his/her evaluation reports with his/her supervisor. Professional Performance Review – to be added at a later date, pursuant to the Commissioner's Regulations. The current text will remain in force until the Professional Performance Review Plan replaces said text. A committee with equal representation, as selected by the Superintendent and as selected by the Association President, shall review the Annual Professional Performance Review (APPR) in accordance with the Commissioners of Education's regulations.

1. The certified full-time administrators as designated by the Superintendent are responsible for the evaluation of teachers. All observations of the work performance of a teacher shall be conducted with full knowledge of the teacher. This does not preclude unannounced visits. The number of formal evaluations may vary according to the individual teacher's tenure status and to factors related to his/her growth. At least one (1) annual conference will be held with each probationary teacher for purposes of discussion the teacher's classroom performance. No probationary teacher will be dismissed, on the basis of classroom performance, unless said teacher has received at least two (2) formal written evaluations per year. Such evaluations will be based on the classroom observations.
2. Teachers will be given a copy of any class visit or evaluation report at least one day before the conference to discuss it. No such report shall be submitted to central administration, placed in a teacher's file or otherwise acted upon without a prior conference with the teacher. The written report of the observation and evaluation is to be signed by the evaluator and the teacher. Such signature by the teacher does not necessarily constitute evidence of the teacher's agreement with

the observation and evaluation report. Teacher comments may be added to the written form.

3. Evaluations in which there are questions concerning subject matter competency will be supported by a subsequent formal evaluation by evaluators whom the administrative staff consider knowledgeable in the subject matter area.
4. The Superintendent will state his/her reasons for failing to recommend a teacher for tenure. Such a statement will be made orally or in writing, if requested by the teacher. The Board of Education will discuss the recommendations of all supervisory personnel involved in the granting or denial of tenure to a probationary teacher.
5. A probationary teacher will be informed of the Superintendent's recommendation as to whether he/she shall be granted tenure at least ninety (90) days prior to the expiration of his/her probationary period and shall be informed of the final action of the school district on the granting or denial of tenure at least sixty (60) days prior to the expiration of his/her probationary period. If a probationary teacher has not resigned or been notified in writing that the school district has denied him/her tenure within sixty (60) days prior to the expiration of probationary period, he/she shall be granted tenure.
6. Teachers shall have the right, upon request, to review the contents of their own personnel files only and to make copies of any documents in it except letters of recommendations of the teacher and college placement folders, which will be kept in a separate envelope and will not be subject to review by the teacher. A teacher shall be entitled to have a representative of the Association accompany him/her during such review.
7. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his/her personnel files unless the teacher has had an opportunity to review the material. The teacher will acknowledge that s/he had the opportunity to review such material by affixing his/her signature to the copy filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his/her answer shall be attached to the file copy.
8. No unit member shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause after three (3) years of employment in the district.

Any unit member charged pursuant to Section 3020-a of New York State Education Law must within ten (10) days of receipt of the statement of charges notify the Chief Executive Officer of the Clyde-Savannah School District which one of the following options s/he desires to pursue.

- a. Section 3020-a of New York State Education Law.
- b. Grievance Procedure, Article VII, of this Contract.
- c. acceptance of action taken by the District.

Those positions identified under schedule B and C of this Contract and department heads are excluded from this provision.

F. TEACHER IMPROVEMENT

When the building administrator becomes aware of significant pedagogical inadequacies in a bargaining unit member's performance, such as instructional techniques, curricular knowledge, or management abilities during the regular observation procedure, or of other substantiated performance deficiencies, he/she will implement interventions to attempt to correct such deficiencies. If, over a reasonable period of time, these intervention strategies fail to correct the area(s) of weakness, the building administrator may place that bargaining unit member in remediation. The Superintendent or designee must be provided with intervention and remediation as described by this procedure for performance. For probationary bargaining unit members, intervention, remediation and continued employment shall be at the discretion of the Superintendent or designee.

Once the decision has been made to place the bargaining unit member in remediation, the following steps must take place.

- a. The building administrator shall provide the bargaining unit member with written notice of a conference to be held to place the bargaining unit member in remediation. The bargaining unit member may request the presence of an Association-designated representative, if he/she chooses.
- b. At the conference, the administrator will cite, in writing, the weakness(es) identified and review the intervention procedure(s) to date. The administrator and teacher will develop a written plan identifying improvement goals, benchmarks and suggested intervention strategies.
- c. A two (2) member support team will be established to provide the bargaining unit member with help to overcome the stated weakness(es) and develop an appropriate timeline to overcome them. The support team shall consist of one member appointed by the Superintendent and one member selected by the president of the Clyde-Savannah Faculty Association. The evaluator may not be on the support team.
- d. After the conference, the support team will initially meet with the bargaining unit member to review the improvement plan and the suggested intervention strategies to date. At this point, the support team will identify those areas of concern, based upon information provided by the building administrator and the bargaining unit member, where the support team may plan an effective role in remediation efforts.

- e. Based on the review identified in subparagraph 4, the team shall develop strategies for the remediation of the problem(s) which may include, but not be limited to, observations by member(s) of the support team, participation in specified staff development activities or workshops, visitations to other classrooms, buildings or districts or the use of outside consultants. Any additional district expenditures required by the plan must have the approval of the Superintendent.
- f. Within ten (10) school days of the initial support team meeting, the teacher improvement plan (TIP) will be completed. It will list the strategies to remediate the weakness(es), reasonable time lines to complete the strategies, and any other resources or personnel needed to accomplish the strategies. Eight (8) substitute days per bargaining unit member on remediation will be available to any bargaining unit member who is serving as a member of support team activities. No more than sixteen (16) substitute days will be used in any given year for such purpose without the approval of the Superintendent. When scheduling support team activities, maintaining student contact time shall be a priority and every attempt will be made to ensure that such activities take place during normal working hours.
- g. Both members of the support team should meet at least twice each month with the bargaining unit member to review the progress of the remedial action plan.
- h. The support team administrator may determine at any time that the bargaining unit member should be returned to the normal evaluation process if there has been adequate improvement.
- i. If the bargaining unit's member progress has been insufficient after two (2) months, the building administrator or designee may require that a new teacher improvement plan (TIP) be established or the district may take whatever steps are permitted by law.
- j. After a bargaining unit member completes the teacher improvement plan (TIP), he or she will be formally observed by the administrator who is responsible for final progress evaluation.
- k. This subdivision shall be reviewed by the parties at either the Association or District's request.

G. CLERICAL ASSISTANCE

All teachers shall have at their disposal clerical assistance for duplicating instructional and testing material upon three (3) days notice.

H. TEACHING ASSISTANTS

1. Teaching assistants are those personnel certified as such by the New York State Department of Education.
2. Teaching Assistants assist teachers by performing duties such as:
 - a. working with individual pupils or groups of pupils on special instructional projects.
 - b. providing the teacher with information about pupils which will assist the teacher in the development of appropriate learning experiences.
 - c. assisting pupils in the use of available instructional resources and assisting in the development of instructional materials.
 - d. utilizing their own special skills and abilities by assisting in instructional programs in such areas as: foreign languages, arts, crafts, music and similar subjects.
 - e. assisting in related instructional work as required.
3. Certified teachers have the primary responsibility for classroom instruction and student evaluation.
4. Whenever practicable, the teachers affected will advise in the selection and retention of teaching assistants.

I. REDUCTION IN FACULTY

1. A seniority list, as used for lay offs and recall, shall be established and agreed upon by the Association and the Superintendent by 30 September of each school year.
2. In the event that there is a reduction in staff, teachers will be laid off in the reverse order of seniority as defined in Section 1 of this article and their names will be added to a preferred eligible list. Teachers on the preferred eligible list will be recalled in reverse order of lay offs. Teachers recalled from the preferred eligible list will retain the seniority and sick leave benefits accrued to the day of lay off.

J. MILEAGE REIMBURSEMENT

1. Unit members who regularly (daily) travel between the Clyde and Savannah schools in order to fulfill their instructional responsibilities will be reimbursed for mileage at the current IRS rate based upon a distance of seven (7) miles per day. Those unit members eligible for mileage reimbursement must submit claim forms to the Business Office by the fifth day of each month.

ARTICLE IX

Teacher Employment and Assignment

A. TEACHER ASSIGNMENT

1. Teachers will be notified of their tentative programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and the general composition of these classes. This will be done as soon as practicable and under normal circumstances in sufficient time to provide for planning and the ordering of materials.
2. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily and for good cause, outside their tenure area. Such assignments will not be made without the consent of the teacher involved.
3. In arranging schedules for teachers who are assigned to more than one school an effort will be made to limit the amount of inter-school travel. Such teachers will be notified of any change in their schedules as soon as practicable.
4. Teacher assignments will be made without regard to race, creed, color, religion, age, nationality, handicapping conditions, sex or marital status unless based on a bona fide occupational or educational requirement.

B. NEWLY EMPLOYED PERSONNEL AND REASSIGNMENTS

1. Notice of assignments, for all newly employed personnel, of their specific positions shall be given as soon after appointments as practicable. Assignments shall be within the type of service for which the teacher has been appointed by the Board.
2.
 - a. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may inquire at any time to ascertain the possibility of such a vacancy in the following year and may file a written statement of such desire with the appropriate principal. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which the teacher desires to be transferred, in order of preference. Whenever such a request has been properly filed, the Chief School Administrator, or his/her designee, will notify the teacher who has filed such an application that a vacancy exists as promptly as possible.
 - b. The President of the Association shall be notified of teacher vacancies and new positions within five (5) school days.
 - c. As soon as practicable, each applicant presently employed by the district shall be notified as to who was appointed to such a position.

3. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher will be honored to the extent that they do not conflict with instructional requirements and best interests of the school system. The determination as to which teacher is to receive the appointment shall be made on the basis of sound educational policy.
4. A tenure teacher transferring in the same tenure area but from one secondary level to another: i.e., from junior high to senior high to vice versa, shall make such a change without altering his/her tenure status.
5. When necessary and in the best interests of the school system a teacher may be reassigned outside his/her tenure area by mutual agreement between the teacher and the administration. Any teacher so reassigned shall be given priority in the event of vacancies in the teacher's original tenure area.

C. VACANCIES AND PROMOTIONS

1.
 - a. Teachers who desire to apply for promotional positions shall submit their names to the Superintendent together with the position or positions they desire to apply for and an address where they can be reached during a summer vacation. In the event that such an opening develops, the Superintendent will notify the teacher that the position has opened and that his/her application is under consideration.
 - b. The President of the Association shall be notified of vacancies in promotional positions within five (5) school days.
2. Promotional positions are defined as follows: Positions not on the basic salary schedule for teachers and/or positions on the administrators supervisory level, including but not limited to, positions as supervisor, director, principal, assistant principal, counselor, and coordinator.
3. All appointments to the aforesaid vacancies and openings shall be based on qualifications and experience. They shall be made without regard to age, race, creed, color, religion, nationality, marital status, or ancestry unless based upon bona fide occupational qualifications.
4. If an applicant for such a position who is not selected requests the reasons, such reasons shall be given to him/her orally or in writing as he/she specifies. This provision shall apply only to members of the bargaining unit.

D. SUBSTITUTE TEACHERS

1. Any vacancy which has been created by a teacher on leave may be filled by a regular substitute. Any vacancy created by a teacher leaving the employ of the district may only be filled by a regular probationary appointment.

2. Whenever possible, the School District shall appoint certified teachers to fill vacancies.
- E. TERMINATION OF EMPLOYMENT. In the event the chief school administrator is considering the recommendation of dismissal of a pre-tenure teacher for reasons other than emergency, the Chief school administrator will counsel with the teacher and will schedule a meeting with the immediate supervisor and the teacher. The principal or chief school administrator shall indicate to the teacher, based on prior evaluations, what the teacher needs to do in order to improve the teacher's job performance.
- F. SENIORITY
1. Seniority as used for layoffs and recall, shall be as defined in Education Law.
 2. If a question of length of service in a particular tenure area arises, the Superintendent will rely on the date of board action as recorded in the official minutes of the Board of Education. If two or more teachers were appointed at the same meeting, the teacher named in the earliest motion will be considered the senior. If two or more teachers are appointed in the same motion, the teacher named first in the motion shall be considered the senior.

ARTICLE X

School Facilities

A. TEACHER FACILITIES

1. An appropriately furnished room in each building, including an extension phone where calls may be received and originated, shall be reserved for the full time use of the teachers as a faculty lounge.
2. A teacher work area equipped with desks, typing and duplicating equipment shall be provided in each building for the teacher's preparation.
3. Designated parking facilities adjacent to each school building shall be provided for teachers.

B. ASSOCIATION'S USE OF SCHOOL FACILITIES

1. The Association and its representatives shall have the right to use the school building without cost at reasonable hours for meetings. Such use shall be schedule through the building principal.
2. Duly authorized representatives of the Association and the New York State United Teachers and American Federation of Teachers and their respective affiliates shall be permitted to transact official organization business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

The Association president will be allowed up to one period per week either before or after the pupil day for use on Association business. Prior to taking these days, they must be scheduled on days mutually agreeable with the building principal.

3. The Association shall have the right to use school facilities and equipment, computers, fax machine, calculating machines and all types of audio-visual or duplicating equipment at reasonable times, when such equipment is not otherwise in use. The Board shall have the right to charge a reasonable amount for materials and supplies incidental to such use.
4. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in the teacher's lounge in each school building. The Association may use teacher mail boxes for communications to teachers. Announcements of meetings may be listed in school activity bulletins and the public address system may be used for announcing the date, time and place of meetings.

ARTICLE XI

Student Discipline and Teacher Protection

A. ASSISTANCE IN ASSAULT CASES

1. Principals and teachers shall be required to report any case of assault on teachers in connection with their employment to the Superintendent of his/her representative. The Superintendent or his/her representative shall acknowledge receipt of such report and shall report this information to the Board.
2. The Superintendent and/or his/her representative of the school's appointed legal counsel shall inform the teacher immediately of his/her rights under the law and shall provide such information in a written document.
3. The Superintendent and/or his/her representative or the school's appointed legal counsel shall notify the teacher of his/her readiness to obtain from the police and/or from the principal relevant information concerning the alleged culprits, and within the limits of state law to act as liaison between teacher, police and the courts.

B. LEGAL COUNSEL. The Board shall provide legal counsel to teachers in any action arising out of any disciplinary action taken against any pupil of the school district while in the discharge of duties within the scope of his/her employment. The teacher must, however, within ten (10) days of service of a summons, complaint or other legal paper deliver the original or a copy thereof to the Board.

C. COMPENSATION FOR LOST TIME. Should an assault on a teacher occur, and if it results in lost time, the teacher shall be paid in full for a period not to exceed six (6) months and such paid absence shall not be deducted from an absence provision or leave to which such teacher is entitled under Article XII of this Agreement. Under this

provision any Workers' Compensation paid to the teacher will be deducted from his/her salary payments.

ARTICLE XII

Absence Provisions and Leaves

A. MEDICAL LEAVE

1. Each teacher shall be granted fifteen (15) days of medical leave each year for personal illness. Up to three (3) days of personal illness days per school year may be used for family illness. Family illness as used herein shall mean mother, father, spouse, or child. Annual unused medical leave may accumulate up to a maximum of two hundred (200) days.
2. The Superintendent shall have the right to require an examination by a physician of the District's choice for any teacher at any time. In such cases the cost of the examination will be borne by the District.
3. Work-related injury. Any absence caused by a job-related accident which results in lost time shall not be deducted from any other leave to which the teacher is entitled. The intent of this provision is to provide protection against extraordinary situations. The injury must occur while the teacher is on duty and be the result of a student disruption or be inflicted by school-owned equipment.

B. TEMPORARY PAID LEAVE. Temporary leaves of absence may be granted by the Superintendent, or his/her designee, under the following conditions:

1. Except for emergencies such leave must be applied for in advance. Reasons for being granted such leave shall be stated in specific terms (see paragraph B5 for exception). Except as specifically provided herein, leaves may not be taken when the leave results in extending vacation periods. The Superintendent may determine that sufficient cause exists to grant personal days that extend vacation periods, and in such cases, the Superintendent may grant the days requested. Each request will be treated on an individual basis and a given decision will not constitute a precedent for future decisions. Decisions on personal leave requests that extend vacation periods will not be subject to the grievance process.
2. Such leaves shall constitute no more than ten (10) percent of the members of the teaching staff at any one time.
3. In meritorious cases the Superintendent will approve leaves for full pay. An illustrative, but not exhaustive, list of meritorious cases is: legal matters, household or family emergencies, sickness in the immediate family, death of a member of the household or member of the immediate family, birth of a child or grandchild, observance of religious holidays. Immediate family, as used herein, includes father,

mother, child, surrogate, spouse, sister, brother, child's spouse, grandparents, grandchild, or a dependent in the household.

4. A teacher may appeal the Superintendent's interpretation of a meritorious case under the grievance procedure.
5. The Superintendent may authorize no more than three (3) days of temporary leave for any one teacher in a given school year without approval by the Board of Education. Unused temporary paid leave days (up to three days per school year) shall accumulate as accumulated sick days. If a teacher is applying for legitimate reasons as described in paragraph 3 above, but because of a need for confidentiality does not wish to disclose the reason, two of these personal days may be taken without stating reasons in specific terms.
6. The Board of Education reserves the right to grant temporary leaves of absence beyond those set forth above. Each such case will be judged upon its own merits and shall not constitute a precedent for future approvals.
7. Teachers who are designated by the Association to attend conferences of its State Affiliate and other State conferences of recognized professional value shall be granted such leave with pay as is necessary in order to discharge their obligations as delegates to such conference. Such leave shall not be charged against any other leave. The number of delegates shall not exceed the number selected pursuant to the practice in effect on the date this Agreement is executed.
8. Teachers may also be excused to attend education visitations, conferences, trips or meetings without loss in salary or charge against any other leave, provided that the Principal approves such absence in advance. Educational visitations, conferences, trips or meetings for which teachers expect reimbursement for necessary expenses, must be approved in advance by the Chief School Administrator. The application for such approval shall be made on forms prescribed by the Chief School Administrator. Request for reimbursement shall be filed with the Superintendent on forms prescribed by him, together with supporting receipts and a written report of the conference. Whenever a school vehicle is not available, mileage reimbursement for transportation by personal automobile will be made at the current IRS mileage rate per mile.
9. At the discretion of the Superintendent, teachers may be granted such leave with full pay as may be necessary to testify in court or perform other public duties, obligations or services. In case of jury duty, the school will deduct an amount equal to the compensation earned as juror. Such leave shall not be charged against any other leave.
10. A total of three non cumulative days may be used for bereavement leave in the event of the death of a person in the unit member's immediate family. Immediate family, as used herein, includes father, mother, child, surrogate, spouse, sister, brother, child's spouse, grandparents, grandchild, or a dependent in the household.

C. UNPAID LEAVE

The Board of Education, at its discretion, may grant unpaid leaves of absence to teachers who make appropriate application. Guidelines the Board will consider, but are not limited to, are as follows:

1. The teacher is unable to work because of sickness or disability and his/her paid sick leave allowance has been exhausted.
2. The teacher demonstrates some other extraordinary circumstances and/or the leave will be of benefit to the district.

D. UNAUTHORIZED LEAVE. An employee absent from work without authorization for eight (8) or more consecutive workdays shall be deemed to have resigned from his/her position if he/she has not provided a satisfactory explanation for such absence on or before the ninth (9th) workday following commencement of such unauthorized absence.

E. MATERNITY LEAVE. Maternity leave is available upon the following terms:

1. Written notice of request for maternity leave is to be delivered to the building principal as soon as practicable after pregnancy is discovered; such request shall include the teacher's estimated or intended date for commencement of such leave and the teacher's intended date for return to work.
2. The time of commencement of maternity leave shall be determined by the teacher and her physician.
3. A teacher may request up to eighteen (18) months leave for pregnancy. At its discretion the Board may grant one (1) year child care leave subsequent to maternity leave.
4. Unused days of medical leave shall be paid for that portion of maternity leave described as the period of medical disability connecting with or resulting from her pregnancy as determined by a certificate from her physician.
5. Teachers who take maternity leave for a portion of the academic year will receive 15 sick days and 3 personal days if and only if they teach for at least a full semester. Teachers who teach for less than a full semester shall receive sick days and personal days on a pro-rated basis.
6. Prior to returning to her duties, a teacher who has been on a maternity leave of absence must be certified by her physician as ready and able to return to her full teaching assignment. Such teacher shall be entitled to return to a position in this school system comparable to the one she held prior to going on leave and shall not in the event that she exercises her right to return at the end of such leave, lose any retirement benefits or other emoluments of value which she would have received if she had not taken such leave.

F. SICK LEAVE BANK

The Clyde-Savannah Central School Board of Education will maintain an ongoing sick leave bank (reserve) to aid teachers who suffer prolonged illness or involuntary disability and whose accumulated sick leave has been exhausted. The sick leave bank is not intended to cover normal maternity situations.

Membership in the sick leave bank shall be voluntary on the part of the members of the Association.

Each member, upon initial enrollment in the bank, will donate two days of his/her accumulated sick leave and at least one day each additional year thereafter, until there are approximately 300 days in the bank. No more days will be added, except by new members, until the bank is depleted to 100 days; at which time each member will donate an additional day.

Once in the bank, a member cannot withdraw except in writing to the Association President, and any days contributed would be forfeited. The Association President will notify the Superintendent, in writing, as soon as possible.

Only active members of the bank may withdraw days from the bank and then only after his/her own accumulated sick leave is depleted.

In any case, a member wishing to withdraw days from the bank may apply at any time, but must have been absent due to illness or involuntary disability for 20 consecutive days prior to any withdrawal.

After submitting verification of medical condition by a physician, subject to approval by the school's physician, a member may withdraw a maximum of 90 days from the bank during any one school year. Should a member return to work and suffer a verifiable relapse, he/she may withdraw an additional 20 days during that school year only.

Members utilizing the sick leave bank will not have to replace used days but must remain as a contributing member for 10 years unless retirement or disability comes first.

A committee of two members appointed by the Association President and two members appointed by the Superintendent shall administer the reserve. The committee will review all requests and forward their decision to the Superintendent for implementation and payment from the bank. The decisions of the committee are not subject to the grievance procedure.

Any member of the Clyde-Savannah Faculty Association wishing to join the sick leave must do so in writing to the Superintendent no later than October 1 of each school year or within 30 days of their employment. Any person hired after January 1st in any school year will only have to contribute one of their sick leave days in order to become a member.

The criteria for eligibility and the sick leave bank procedures are continued in the appendix to this agreement.

G. SICK LEAVE BANK: CRITERIA FOR ELIGIBILITY

1. The medical condition of the employee must be verifiable. A verifiable condition is one that has been reviewed by the school physician and the personal physician, and confirmed by both.
2. The involuntary illness or involuntary disability must not be declared by the school physician as a permanent illness or disability. Employees declared permanently disabled will be denied the use of sick leave days. The sick leave bank is intended to provide extra sick leave days to qualified employees who, in the opinion of the school physician, will be able to return to work.
3. To qualify for use of the sick leave bank, an employee must not have a history of sick leave abuse. To provide a fair and objective manner to assist in determining a suspicion of abuse, the following formula will be employed to calculate a base line number of sick days that should be available, given the employee's length of service. Below this base line amount, abuse of sick leave is suspected. If abuse is suspected, the sick leave bank committee will examine the employee's history of sick leave use for extenuating circumstances. The formula to be used includes the following parameters:

Potential # of Sick Days = # of Years of Service X 15 Days

One third (1/3) of the potential days should remain. If the actual number of accumulated sick days falls below this threshold, abuse is suspected.

4. If the employee meets the above justification for use of the sick leave bank, the following "Sick Leave Bank Procedures" will apply.

H. SICK LEAVE BANK PROCEDURES

1. Prolonged absence is defined as an involuntary disability due to a serious non-work related illness or accident. Such involuntary disability must continue for a period in excess of twenty (20) consecutive school days.
2. Sick leave bank withdrawals will begin only after an absence of twenty (20) consecutive working days. The first ten (10) days shall NOT be covered by the bank. These days may be covered by the employee's remaining accumulated sick leave days or, if there are none available, the employee will be absent without pay. In any case, the employee must have exhausted his/her regular paid sick leave in order to use the bank.
3. No benefits of the sick leave bank may be used while on any unpaid leave or after leaving the Clyde-Savannah Central School District.

4. Employees who use the sick leave bank are expected to return to work at the end of their illness or disability.
5. A maximum of 90 days from the sick leave bank may be awarded to a member during any one school year. Sick leave bank days may be granted in increments not to exceed 30 days. When additional request for days are made by a member, the member must submit continuous verification of the medical condition by the attending physician with confirmation by the school physician. The District and/or the Association reserves the right to secure a second opinion.
6. The total maximum number of sick leave bank days awarded to any combination of eligible employees shall not exceed 180 in any one school year.
7. The district will provide a history of the use of accumulated sick leave by the applicant.

ARTICLE XIII

Salaries and Professional Compensation

A. YEARS OF SERVICE

1. Henceforth a year of service by any teacher in the Clyde-Savannah Central School District shall meet the requirement for receiving the next salary increase. In the event of illness or of late employment, seventy (70) teaching days shall be accepted by the Board as a year of service for salary increase purposes. There is no gain in salary with unsalaried leave. Under no circumstances shall a member's current salary position be reduced.
2. Henceforth no teacher shall be paid less than the salary commensurate with his/her proper length of service.

B. SALARIES

1. Beginning salaries for the school district for the duration of this agreement shall be found in Schedule A which is hereby made a part of this Agreement.
2. The extra pay schedule for the School District shall be that of schedule B & C which is hereby made apart of this agreement. All teachers receiving extra pay shall be paid the agreed amount at termination of activities. All positions for class advisors, club advisors and coaching shall be posted each year. Every attempt shall be made to appoint C.S.F.A. members. Renewal appointments shall not be unreasonably withheld. In the event that a unit member is not reappointed, a meeting will be held with the responsible administrator, the Association President or his/her designee and the unit member.

All teachers appointed to advisor positions listed in Schedule B are required to file a report by June 30 summarizing the activities which they supervised and implemented

for the school year. The format of such reports will be determined by a committee consisting of teachers holding those positions and the respective administrator-in-charge.

- C. **SALARY PAYMENTS.** Salary payments shall be made every other Friday of the school year beginning the first or second Friday of the school year. Employees may elect to be paid directly or by direct deposit to the teacher's account to any financial institutions.

Teacher may elect to be paid on either a ten (10) or twelve (12) month basis. If the ten (10) month basis is selected, the gross salary will be divided by twenty-one (21). If the twelve (12) month basis is selected, the gross salary shall be divided by twenty-six (26).

- D. **OTHER COMPENSATION.** Summer school, tutoring and summer curriculum related work shall be paid at twenty dollars (\$20.00) per hour. Effective July 1, 2002, the foregoing rate shall be increased to twenty-one dollars (\$21.00) per hour.

ARTICLE XIV

Insurance Protection and Annuity

- A. **INSURANCE BENEFITS.** Upon written request by a teacher who desires insurance coverage, the Board shall make available the Blue Point Hi-Option, Blue Point Low-Option and the Rochester Blue Cross/Blue Shield/Blue Million Plan and the following riders: Prescription Drugs, X-Rays and Radiologist, Dependent Student, and Nursery Care II. During the 2001-2002 school year, the Board will pay 100% of the cost of BC/BS/BMP single coverage, including riders, and 90% of the cost of family BC/BS/BMP coverage, including riders. Effective July 1, 2002, the Board will pay 93% of the cost of the health care insurance premium for individual or family coverage for whichever health insurance plan the unit member selects from those plans offered by the District
- B. **INSURANCE BUY OUT OPTION.** Unit members who elect not to participate in any of the District's health insurance plans and demonstrate that they are already receiving health care insurance coverage, shall be paid seven hundred fifty dollars (\$750). Half of the foregoing payment will be made in September and the remaining half of the payment will be made in January. Any unit member who elects to participate in any of the District's health insurance plans after receiving the buy out option payment will be obligated to pay back a proportionate amount of the buy out payment based upon the date when the unit member enters any of the District's health insurance plans. The repayment shall be made through payroll deduction.

All buy-outs must be elected or renewed each year and must be accompanied by proof of alternative health care coverage. The election and proof of alternative health care coverage must be provided in writing to the assistant superintendent by June 1 in order to opt out as of July 1, except for the 2002-03 school year, notice must be provided by September 30, 2002.

- C. INSURANCE COMMITTEE. A committee with equal representation, as selected by the Superintendent and as selected by the Association President, shall be established to discuss and review methods for saving money as it pertains to health care insurance. Their recommendation(s) shall be forwarded to the Association and Board of Education for approval.
- D. ANNUITY. Opportunity to participate in tax-sheltered annuities shall be provided by the Board. Regulations governing such a program shall be those of the established policy of the Board. Currently there are seventeen (17) companies. Any additional company must be requested by at least three (3) employees before being added to the list..
- E. CREDIT UNION. Salary deductions will be allowed for a credit union upon written request of the teacher.
- F. FLEXIBLE SPENDING PLAN. Employees shall be permitted to contribute up to \$2,000 (\$5,000 maximum for dependent care) each year to their flexible spending account. The flexible spending plan administration shall be selected by the Association. The selected plan administrator is subject to approval by the District.

Blue Cross/Blue Shield shall be the plan administrator and there shall be no cost to the District.

ARTICLE XV

Dues Deduction

- A. AUTHORIZATION. The Board agrees to deduct from the salaries of teachers who are members of the Clyde-Savannah Faculty Association and its affiliates the dues of any one or any combinations of such associations as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the Clyde-Savannah Central School Faculty Association. Teacher authorization shall be in writing on a form to be supplied by the Board of Education. Twenty minutes will be provided for the Association on the opening day of school to have members sign membership cards and payroll deduction forms.
- B. CURRENT RATE OF DUES. The Clyde-Savannah Faculty Association shall certify to the Board the current rate of membership dues. In the event of any rate changes, the Board shall be duly notified by the Association.
- C. DUES INSTALLMENTS. Dues payments will be deducted in eighteen (18) equal installments starting with the first October payroll for all teachers who have presented signed authorizations to the school clerk prior to September 15.
- D. AGENCY FEE DEDUCTION. The Clyde- Savannah School District shall deduct from the wage or salary of employees in the bargaining unit who are not members of the

Clyde-Savannah Faculty Association the amount equivalent to the dues levied by the Clyde-Savannah Faculty Association and transmit the sum so deducted to the Clyde-Savannah Faculty Association, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York.

The Clyde-Savannah Faculty Association affirms that it has adopted such procedure for refund of agency fee deduction as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York.

The agency fee deduction shall be made following the applicable procedures as set forth in subsections A, B, and C of this article.

- E. BENEFIT TRUST. The employer shall check-off and remit payments to the NYSUT Benefit Trust upon submission of a signed authorization to the payroll office for anyone within the bargaining unit. Such signed authorization may be discontinued at the end of its term upon written notice by the employee to the employer. The employer shall remit to the NYSUT Benefit Trust the payment deducted and shall furnish the Plan with a list of all employees from whose salaries such deductions have been made. Such list shall be furnished not more than once per school year.

The Association agrees to indemnify and hold the District completely harmless from any and all claims which may result from the implementation of this provision.

ARTICLE XVI

Tuition Waiver

- A. TUITION WAIVER. Those unit members residing outside District boundaries may send their children to the Clyde-Savannah Central School District. The District shall waive the tuition charge.

ARTICLE XVII

General

- A. INCONSISTENCIES. This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.
- B. MATTERS NOT COVERED. Representatives of the Board agree to meet periodically with COPP during the term of this Agreement to discuss matters of policy and mutual concern. Conditions specifically outlined in this contract will not be altered by either party without mutual agreement during the term of Agreement.
- C. CONTRACT OF EMPLOYMENT. Any individual arrangement, agreement, or contract between the Board and an individual teacher, heretofore, executed, shall be subject to and consistent with the terms and conditions of this Agreement. Any individual arrangement of contract hereafter executed shall be expressly made subject to and consistent with the

terms of this Agreement or subsequent agreements to be executive by the parties. If an individual arrangement, agreement or contract contains any language inconsistent with this Agreement, this Agreement, during this duration, shall be controlling. Nothing herein stated will limit or prohibit a teacher to volunteer to exceed the working conditions prescribed in this contract in his role of a professional in improving the educational program.

- D. SAVING PROVISION. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XVIII

Part-Time Teachers

Part-time employees shall receive a percentage of all benefits in this Agreement and this percentage shall be consistent with the relative responsibilities of this part-time position to a full-time position. In the event any of these benefits are an expense to the District and the part-time teacher elects to participate in that benefit(s), she/he will assume his/her percentage cost of the benefit(s).

ARTICLE XIX

Duration

The provisions of this Agreement shall except where otherwise provided not be given any retroactive effect and shall be effective as of July 1, 2001 and shall remain in full force and effect until June 30, 2005.

The school year shall consist of no more than one hundred and eighty five (185) days.

One additional day will be added to the school calendar effective with the commencement of the 2002-03 academic school year for professional development. A committee with equal representation, as selected by the Superintendent and as selected by the Association President, shall develop a specific plan for the additional day.

Schedule A
Salary Increases

Starting Salary *No Prior Experience

<u>2002-03</u>	<u>2003-03</u>	<u>2004-05</u>
BA \$30,000	BA \$30,500	BA \$31,000
MA \$31,000	MA \$31,500	MA \$32,000

Each full time teacher, guidance counselor, psychologist, occupational therapist, physical therapist and speech therapist shall receive a base wage increase of \$1,600 above his/her 2000-01 base wage for 2001-02, four percent (4%) above his/her 2001-02 base wage for 2002-03, \$1,650 above his/her base wage for 2002-03 for 2003-04 and four percent (4%) above his/her 2003-04 base wage for 2004-05.

INCENTIVE STEPS. Years in the district (lesser than .5 shall be rounded down, more than .5 shall be rounded up).

Starting
6 yrs

\$1,000

Starting
11 yrs

\$1,200

Starting
18 yrs

\$1,700

Starting
22 yrs

\$2,000

Starting <u>30 yrs</u> (effective July 1, 2002) \$2,000
--

A full time teacher, guidance counselor, psychologist, occupational therapist, physical therapist and speech therapist starting 6 years, 11 years, 18 years, 22 years or 30 years (effective July 1, 2002) of service in the Clyde-Savannah Central School District will receive, as part of their base salary, the foregoing amounts as they actually start such years of service. To illustrate, a teacher, guidance counselor, psychologist, occupational therapist, physical therapist and speech therapist who has sixteen years of service in the Clyde-Savannah Central School District will not be eligible for the payments of one thousand dollars (\$1,000) at six years and one thousand two hundred dollars (\$1,200) at eleven years. Upon starting eighteen years of service, the teacher, guidance counselor, psychologist, occupational therapist, physical therapist and speech therapist will, however, receive the payment of one thousand seven hundred dollars (\$1,700); and starting twenty-two years of service, the payment of two thousand dollars (\$2,000). In this example, the total is \$3,700 (\$1,700 @ 18 years + \$2,000 @ 22 years = \$3,700), starting with twenty-two years in the District. Computer break out of wage increases has been provided to the Association.

Special wage adjustments shall be made for Robert Crumb, Christine Herbert and Nancy Colvin for the 2002-03 school year. Each of the foregoing will not receive the negotiated wage increases for 2002-03. Instead, each of the foregoing shall receive a six percent base wage increase above their 2001-02 base wage for 2002-03.

Salary Increases For Other Unit Members

Starting Salary *No Prior Experience

	2002-03	2003-04	2004-05
Teacher Assistant	\$13,595	\$13,595	\$13,595
Registered Nurse	\$19,282	\$19,282	\$19,282
Licensed Practical Nurse	\$16,068	\$16,068	\$16,068

Each full time teacher assistant and licensed practical nurse shall receive a base wage increase of \$650 above his/her 2000-01 base wage for 2001-02, four percent (4%) above his/her 2001-02 base wage for 2002-03, \$650 above his/her 2002-03 base wage for 2003-04 and four percent (4%) above his/her 2003-04 base wage for 2004-05.

Each full time registered nurse shall receive a base wage increase of \$1,600 above his/her 2000-01 base wage for 2001-02, four percent (4%) above his/her 2001-02 base wage for 2002-03, \$1,650 above his/her 2002-03 base wage for 2003-04 and four percent (4%) above his/her 2003-04 base wage for 2004-05.

Incentive Steps. Years in the district (less then .5 shall be rounded down, more then .5 shall be rounded up).

Starting <u>6 yrs</u>	Starting <u>11 yrs</u>	Starting <u>18 yrs</u>	Starting <u>22 yrs</u>	Starting <u>30 yrs</u> (effective July 1, 2002) \$860
\$430	\$516	\$731	\$860	

A full time teacher assistant, registered nurse, or licensed practical nurse starting 6 years, 11 years, 18 years, 22 years or 30 years (effective July 1, 2002) of service in the Clyde-Savannah Central School District will receive, as part of their base salary, the foregoing amounts as they actually start such years of service under the same system that is provided for full time teachers, guidance counselors, psychologists, occupational therapists, physical therapists, and speech therapists.

GRADUATE HOURS

\$30 will be paid for each hour of courses earned after July 1, 1988 approved in advance after effective date of employment. Payment for graduate hours will be limited to hours earned by attendance at and successful completion of approved courses at colleges and universities accredited by New York State. The \$30 per hour payment will not be compounded in the calculation for future salaries. Teachers earning a Masters degree after July 1, 1988 will receive an additional \$200.

Employees may apply twice a year for payment either by September 15 or February 15. Employees must authorize a transcript of grades stating that the approved course was passed.

CAREER INCREMENT

A career increment will be paid as a one-time-only payment to teachers/members of the Clyde-Savannah Faculty Association when they have at least 20 (twenty) years of experience in this school district and when they reach the minimum age of 55 (fifty-five). This benefit must be taken during the employee's 55th (fifty-fifth) year or at a later age year if the employee completes twenty (20) years of district service at an age older than fifty-five (55). When teacher/members reach these two requirements they must request this benefit during that school year. The maximum amount of the increment will be twenty percent (20%) of the employee's salary during the year of the employee's fifty-fifth (55th) birthday [or at a latter age year if the employee completes twenty (20) years of service in district and is older than fifty-five (55)] with the actual amount to be determined by the Superintendent and the teacher/member. This amount will be based on the number of accumulated medical leave days relinquished by the teacher/member.

RETIREMENT PROVISIONS

HEALTH INSURANCE. Those teacher who began employment in the District prior to June 30, 1978 will receive full health insurance benefits upon retirement. Those employees who began teaching on or after September 1, 1978 and before September 1, 1988 must work in the District for twenty years and retire from employment in our District to be eligible for the benefit. Those teachers who began employment after September 1, 1988 must work in the District for twenty-five years and retire from employment in our District, and the benefit will be limited to single coverage. In addition, one thousand five hundred dollars (\$1,500) will be provided each subsequent school year toward family coverage, if the retiree elects family coverage. Subject to an IRS Form 1099.

2002-03; 2003-04; 2004-05
EXTRA PAY SCHEDULE B

Director of Options Activities (7-12)	\$1,432
Senior High Student Council Advisor	\$1,119
Junior High Student Council Advisor	\$619
Clyde Elementary Student Council Advisor	\$619
Savannah Elem. Student Council Advisor	\$619
Clyde Elem. Art Photography Club Advisor (2001-02 \$500)	\$520
Yearbook Advisor	\$2,177
Clyde Elementary Yearbook	\$607
Savannah Elementary Yearbook Advisor	\$329
Drama Club Advisor	\$995
FHA Advisor	\$674
Yorkers Advisor	\$674
Honor Society Advisor	\$674
Freshman Class Advisor	\$674
Sophomore Class Advisor	\$674
Junior Class Advisor	\$674
Senior Class Advisor	\$920
AFS Club Advisor	\$674
Reading Specialists (Each)	\$847
All County Music Festival Coordinator	\$477
Summer Instrumental Music Instructor	\$3,496
Driver Education Instructor (per hour)	\$26
Math Club Advisor	\$674
Spanish Club Advisor	\$674
Varsity Club Advisor	\$674
Aquatics Coordinator (2)	\$1,853
Ski Club Advisor	\$372
Peer Mediation Advisor	\$750
Department Heads	\$1,440
Nurse Supervisor	\$104

*If any position not designated each is shared by two or more persons, the pay will be divided.

**2002-03, 2003-04, 2004-05
Extra Pay Schedule C**

<u>Activity</u>	<u>Entry Level</u>
<u>Director of Athletics</u>	\$2,947
<u>Varsity – Long Season</u>	
Football	\$3,474
Asst. Football (2001-02 \$2,834)	\$2,947
Basketball (B&G)	\$3,474
Volleyball	\$3,474
<u>Varsity – Short Season - (Major)</u>	
Baseball	\$2,748
Softball	\$2,748
Soccer	\$2,748
Track (B&G)	\$2,748
Tennis (B&G)	\$2,748
Cross Country	\$2,748
Winter Track	\$2,748
Swimming	\$2,748
<u>Varsity – Short Season - (Minor)</u>	
Bowling	\$1,751
Golf	\$1,751
Modified Swim	\$1,751
*Note: Varsity coaches will receive an additional stipend of \$57.00 for each assistant coach.	
<u>Jr. Varsity – Long Season</u>	
Football	\$2,947
Basketball (B&G)	\$2,947
Special Olympics	\$2,947
<u>Jr. Varsity – Short Season</u>	
Track	\$2,344
Baseball	\$2,344
Volleyball	\$2,344
Softball	\$2,344
<u>Jr. Varsity – Minor</u>	
Tennis (B&G)	\$1,156
<u>Jr. High – Major</u>	
Football	\$2,157
Basketball (B&G)	\$2,157
Baseball	\$2,157
Track	\$2,157
Softball (G)	\$2,157
Cross Country	\$2,441
<u>Cheerleading</u>	
Fall - Var. & JV	\$2,452
Winter – Var. & JV	\$2,452

Ticket Seller (per event)	\$44
Chaperone (per event) – home	\$44
Chaperone (per event) – away	\$62

For: Clyde-Savannah
Central School District

Paul R. Doyle
Chief School Administrator

1/8/03
Date

For: Clyde-Savannah
Faculty Association

Wayne Greco
Pres. of the Association

1/15/03
Date

Contract was approved by the Board of Education on August 14, 2002